

1909-053 Chancery Causes: Suttle & Beeler] &c vs. Robinett & Stacy] &c
Lee Co. A. J. Livingston &c vs. Robinett & Stacy]

Suttle, Beeler, Baltimore Bargain House], Robinett, Stacy,
Livingston, Osbourne, Stacey, Pennington

CA - Debt
T - Property
Business

- Deed

Additional Information:
Mercantile business

To the Hon. H. A. W. Skeen, Judge of the Circuit Court for Lee County, Virginia:

Humbly complaining your orators H. H. Suttle, U. D. Beeler, partners in trade under the firm name of Suttle & Beeler, and the Baltimore Bargain House, a Corporation, would respectfully represent and show unto your honor as follows: That heretofore J. W. Robinett and William Stacy were engaged in the merchantile business in the County of Lee on Blackwater, and while thus engaged in the merchantile business of buying at wholesale and selling at retail various goods, wares, and merchandise, the said Robinett and Stacy purchased of your orators the said Suttle & Beeler goods, wares, and merchandise on June 3rd, 1908, to the amount of \$116.50, which became due and payable on November 1st, 1908. That they while so engaged as aforesaid in said merchantile business on March 12th, 1908, your orator the said Baltimore Bargain House sold to the said Robinett & Stacy goods, wares and merchandise to the amount of \$16.40, which said sums of money as aforesaid are still due, owing and unpaid.

Your orators will represent and show unto your honor that the said Robinett & Stacy after purchasing the said goods as aforesaid, sold out their entire stock of goods, wares and merchandise in bulk to J. H. Livingston, A. J. Livingston and W. P. Livingston, which sale was made for the express purpose of hindering, delaying, and defrauding your orators in the collection of their said debts, and which sale was contrary to the law in such case made and provided. Your orators allege that the said Robinett & Stacy did not fulfill the requirements of the law as provided by section 2460A of the code of 1904. The said Robinett & Stacy did not make a full and complete inventory of the merchandise so proposed to be sold and did not make a full, true and correct schedule of all persons to whom they were indebted, stating therein the post-office address of each of said creditors and the amount owing to each of them, and did not make such inventory and at-

tach thereto the oath required by them, and did not assert and make affidavit to the fact that they were ^{not} indebted to any person and deliver the same to the said Livingston's, and the said Robinett & Stacy did not join in giving to the said creditors of the said Robinett & Stacy written notice of the proposed sale and purchase of said merchandise to each of the creditors of the said Robinett & Stacy, and did not deliver the same to the said creditors, nor transmit the same by registered mail through the U. S. mail. Nor did the said Robinett & Stacy and Livingstons in any manner whatsoever comply with the said section 2460A of the Code, and having failed to comply therewith your orators are informed that the said sale as aforesaid is prima facia and presumed to be fraudulent and void against your orators.

Your orators will further represent and show unto your honor that since the sale ^{of said goods} to the said Livingston's aforesaid, they the said Livingstons have made re-sale of the said stock of goods, wares and merchandise to their borther-in-law one S. F. Osbourne who is now in possession of the said stock of goods, wares and merchandise, selling and disposing of the same. And they further charge and say unto your honor that in making the said sale of the said goods, wares and merchandise in bulk to the said Osbourne, the said Osbourne and the said Livingston's failed to comply with the requirements of the said section 2460A of the Code, and did not do any of the things required in the said statute.

Your orators would further represent and show unto your honor ^{are} that the said J. W. Robinett and William Stacy ~~xx~~ selling and disposing ^{and intending to sell & dispose of} of ^{their} estate and property with the intent to hinder, delay and defraud their creditors, and especially your orators in the collection of their said debts. And they further allege that the said Robinett & Stacy have disposed of a large part of their said estate with the intent to hinder, delay, and defraud their creditors in the collection of their said debts, especially that of your orators.

Your orators would further represent and show unto your honor

on the purchase price of said goods
that the said Robinett & Stacy received from the said Livingston's
one pair of mules and set of harness, and a pair of horses. The said
Robinett is in possession as your orators are informed, of the said
horses, and the said Stacy is in possession of the said mules.

The prayer therefore of your orators is that the said J. W. Robinett, William Stacy, J. H. Livingston, A. J. Livingston, W. P. Livingston, and S. F. Osbourne be made parties defendant to this bill of complaint, and be required to answer the same, but not under oath, answer under oath being expressly waived. That the sale of the said goods as aforesaid to the said Livingston's by the said Osbourne, and to the said Osbourne by the said Livingston's be set aside and held for nought, and that said goods and property be attached so as to be forth-coming to answer the payment of the said debts as aforesaid, and the costs of this suit; and that the said mules as aforesaid and said horses as aforesaid be also attached for the purpose of saving harmless, if possible, the said Livingston's and said Osbourne on their purchases from the said Robinett & Stacy. And may all other further and general relief be granted your orators that the nature of their cause and good conscience requires. And they will ever pray &c.

Respectfully Submitted - p.q.

Virginia, Lee County, to-wit:

I, H. C. T. Ewing, clerk of the Circuit Court for Lee County, do hereby certify that R. L. Pennington, agent and attorney for the plaintiff in the foregoing bill this day made oath before me that the statements made in the foregoing bill of complaint are true to the best of his knowledge and belief.

Given under my hand this the 5 day of January, 1908.

H. C. T. Ewing, Clerk.

Costs;

clerk \$12.03
Shff. 6.50

Sutcliffe Rules

vs. } Bill

Robinson & Thomas

Filed Jan. 6th, 1909.

J. C. Ewing,
Clerk.

1909 2nd Dec. Rules

S. par. executed &

" D. N. &
1st Jan Rules

Bill filed & D. N.
confirmed & cause
set hearing.

Pennington Bros.

ATTORNEYS AT LAW.

JONESVILLE AND PENNINGTON GARVA.

To the Hon. H. A. W. Skeen, Judge of the Circuit Court for Lee County, Virginia:

The amended bill of H. H. Suttle, W. D. Beeler, partners in trade under the firm name of Suttle & Beeler, and Baltimore Bargain House, A corporation, to an original bill filed in your honors court by your petitioners heretofore against Robinett & Stacy and others.

Humbly complaining your orators would respectfully represent and show unto your honor that heretofore they filed their original bill in the Circuit Court for Lee County against J. W. Robinett, William Stacy, J. H. Livingston, A. J. Livingston, and W. P. Livingston, which said bill of complaint your orators here ask to be treated as having been set out in full and taken as part of this amended bill, and your orators repeating the allegations made in the said original bill desire further to represent and show unto your honor that after the said J. H. Livingston, A. J. Livingston, and W. P. Livingston purchased the said stock of goods as aforesaid in the said original bill mentioned, the said Livingstons sold and disposed of the said stock in bulk to one S. F. Osbourne contrary to the law as provided in section 2460A of the Code of 1904, without having complied in any respect with the terms of said statute. The said Livingston's in making the said sale did not make a full and complete inventory of the said merchandise proposed to be sold by them, and did not make a full, true, and correct schedule of all persons to whom they were indebted, stating therein the post-office address of each of the said creditors, and did not make such inventory and attach thereto the oath required by them, and did not assert and make affidavit to the fact that they were indebted to any person and deliver the same to the said Osbourn. And the said Osbourne did not join in giving to the creditors of the said Livingstons, and said Robinett & Stacy written notices of the proposed sale and purchase of the said merchandise to each of the creditors of the said Robinett & Stacy, and said Livingstons, and did not deliver the same to the said creditors nor transmit the same by

registered mail through the U. S. P. O.

Your orators allege that the amount of goods received by the said Livingston's from the said Robinett & Stacy amounted to the sum of \$1000.00 at least, and the amount of goods which was sold and delivered ^{by them} to the said S. F. Osbourne amounted to the sum of \$800.00.

Your orators further allege that the sale by the said Robinett & Stacy to the said Livingstons was made for the purpose of hindering, delaying, and defrauding your orators in the collection of their debts. And your orators allege that the said Robinett & Stacy are selling, and disposing of their property and converting the same into money, or other security with the intent to hinder, delay, and defraud your orators in the collection of their said debts.

Your orators would further represent and show unto your honor that at the time the said Robinett & Stacy sold said stock of goods to the said Livingstons, they received as part compensation for said stock of goods, a pair of horses, wagon and harness, and a pair of mules, wagon and harness, and your orators are informed that the said Robinett & Stacy are still the owners of the said mules and horses, wagons, and harness. And your orators are informed that the said Robinett & Stacy are trying to sell and dispose of the said teams and harness for the purpose of hindering, delaying, and defrauding your orators in the collection of their said debts.

The prayer therefore of your orators are, in addition to the original prayer of their original bill, that the said J. W. Robinett, William Stacy, J.H.Livingston, A. J. Livingston, W. P. Livingston, and S. F. Osbourne, be made parties defendant to this bill of complaint, and be required to answer the same, but not under oath, answer under oath being expressly waived; that an attachment issue against the said mules and horses as aforesaid, and any other estate belonging to the said J. W. Robinett & William Stacy, and that the officers whom proceedings is in this suit directed be required to at-

tach the said property, or so much thereof as may be necessary to secure the payment of your orators debts, and the costs of this suit. And may all other further and general relief be granted your orators that the nature of their cause and good conscience requires. And they will ever pray &c.

Perception Pro p. g.

Virginia,

Lee County, to-wit:

I, H.C.T.Ewing, Clerk of the Circuit Court of Lee County, do hereby certify that R. L. Pennington, attorney for the plaintiffs in the foregoing bill, this day made oath before me that the statements made in the foregoing bill of complaint are true to the best of his knowledge and belief.

Given under my hand this the 5th day of January, 1909.

H. C. T. Ewing, Clerk.

Sattle & Beeler et al

vs. } Amended
 } Bill

Robinson & Strain et al

Filed Jan. 6th, 1909.

J. A. Caring,
Clerk

1909 2nd Jan Rues

Spa with attach-
ment endorsed & con-
firmed + D. N.

" 1st July Rules

D. N. confirmed
& cause set for
hearing.

Pennington Bros.

ATTORNEYS AT LAW,

JONESVILLE AND PENNINGTON GARVA.

To the Hon. H. A. W. Skeen, Judge of the Circuit Court for Lee County, Virginia:

The answer and cross-bill of A. J. Livingston, J.H. Livingston and W. P. Livingston, to a bill in Chancery filed in the Circuit Court for Lee County by Suttle & Beeler, for answer to said bill or so much thereof as your respondents deem that it is necessary they should answer, answering they say:

That it is true that they purchased the goods, wares and merchandise mentioned in the said bill from J. W. Robinett & William Stacy, partners in trade under the firm name of Robinett & Stacy, and that at the time the said purchase was made, the said Robinett & Stacy represented and held out to your respondents that they had paid all the bills which they owed on said goods, except a few small bills which they agreed and bound themselves to pay within thirty days from the date of the said sale, and relying upon the said representation of the said Robinett & Stacey, that said goods were paid for except a few small amounts as aforesaid, and relying upon their agreement to pay the balance, your respondents the said Livingston's paid to the said Robinett & Stacy some money and executed their negotiable notes and turned over to the said Robinett & Stacy a pair of mules as a part of the purchase money of the said goods, which are the same mules levied on in this cause. But your respondents say that the said Robinett & Stacy falsely represented to your respondents that said goods were paid for, and there has come against the said goods the claim of the plaintiff's in this bill, \$116.50 going to Suttle & Beeler; \$16.40 to the Baltimore Bargain House, and \$52.26 to Dosser-Goodson Company, for which said Dosser-Goodson & Company have instituted an action at law in your Honors court and obtained judgement, and an order of sale of the said stock of goods and mules to pay the same. The sum of \$6.40 going to the Standard Oil Company, and \$7.09 going to Chapman Drug Company of Knoxville, Tenn., all of which concerns are seeking to

make said debts out of said stock of goods. On the 6th day of January 1909, plaintiff's in this case obtained an attachment against the said goods and the said mules, and the same was levied upon on the 11th day of January, 1909, by W. E. Glass, Deputy Sheriff. On the 17th day of February, 1909, William Stacy, one of the said partners to whom said mules were delivered, undertook to defeat the said attachment of the said plaintiffs by claiming the benefit of the homestead exemption, and set apart said mules as part of said homestead. But your respondents allege that the said mules were given to the said Robinett & Stacy under an express agreement with them and to their representation that the said goods were free from the claim of wholesale merchants and liens, and the said representation being false and the said Robinett & Stacy having failed to satisfy the said claim against the said stock of goods, your respondents are advised that they have a right to have the said mules held subject to the payment of the said liens against said property, and the consideration having failed they have a right to recover the said mules, or any other part of the purchase money paid for said goods that may be found.

The prayer therefore of your respondents is that this answer be treated as a cross-bill against the said J. W. Robinett & William Stacy, and that they each be required to answer the same, but not under oath, answer under oath being expressly waived, and that the Commonwealth's process be issued and duly served upon the said Robinett & Stacy, and that upon a hearing of this cause the said mules be held to be subject to the payment of so much of the debts against said goods which the said Robinett & Stacy failed to pay. And may all other, further and general relief be granted your respondents and cross-complainants that the nature of their cause and good conscience requires. And they will ever pray.

J. S. W. Livingston
By Counsel,

J. H. Livingston did agree
to pay us out of this \$364.21
which was dated in 2 notes
6 & 12 months time.
Money as fast as he could
trade it out. for the
purpose for us to apply
on our debts. which were
requested of him and
that was the agreement
between us at the time
we made the trade, and
which he failed in
every particular to
do. And that it was to be
placed to their credit
on those 2 notes

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

Stacy

J. W. Robinett and Wm

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be held for the said court, on the *1st* Monday in *April*, 190*9*, to answer a bill in ~~chancery~~ *cross* exhibited against *filed*

in The Chancery cause of Suttle & Beeler, et al,
against Robinett & Stacy, et al, by J. T. Liv-
ingston, A. J. Livingston and W. P. Livingston,

And have then there this writ. Witness, H. C. T. EWING, Clerk of our said Court, at the court-house, the *24th*

day of *March*, 190*9*, and 1*33* year of the Commonwealth.

A Copy, Teste:

H. C. T. Ewing Clerk

_____, Clerk

J. H. Livingston, et al,

VS

SUBPENA
IN
CHANCERY

J. W. Robbitt, et al,

Gen. Br. 2, p. q.

To

1st April

Rules

Lee Circuit

Court

1904
Ex. returned By returning
a copy to J. W. Robbitt
and Wm. Stuckey
This apd 1 - 1904

W. E. Glenn, W. J.
per my Truck, 150

Plffs. costs:

clerk \$2.78

Shff. 2.00

~~atly.~~

Depo. 3.00

A. J. Loughton & Co
vs. { Cross
 { Bill

Defts. costs recovered:

clerk \$1.63

atly.

Depo. 3.00

Robt. J. Stacey

Filed April 5, 1909.

H. C. D. Ewing,

1909 ^{clerk.} 1st April Rules
Answer & cross
bill filed, Depo
executed & answers
of Defts. filed.
" 2nd April Rules
Cause set for
hearing.

Pennington Bros.

ATTORNEYS AT LAW,

JONESVILLE AND PENNINGTON GAP, VA.

To the Hon. H. A. W. Skeen, Judge of the Circuit Court for
Lee County, Virginia.

^{jointly}
The separate answer of Wm. Stacy, to a bill of complaint and
amended bill of Suttle & Beeler filed in your honorable court
against him and J. W. Robinett, for answer to said bill and amended
bill, or to so much thereof as he is advised it is material for him
to answer, answering ~~They~~ says: that it is true that heretofore J. W.
Robinett and ~~this respondent~~ Wm. Stacy were engaged in the mercan-
tile business in the county of Lee on Blackwater, and while thus
engaged in the buying at wholesale and selling at retail various
goods, wares and merchandise the said firm of Robinett and Stacy
purchased from said Suttle & Beeler goods, wares and merchandise
to the amount of \$116.50, and they suppose that it is true that
the same became due and payable on or about November 1st, 1908;
and it is likewise true that this respondent, and the said Robinett
under the firm name of Robinett & Stacy purchased from the Baltimore
Bargain House, goods, wares and merchadize to the amount of \$16.40,
~~and~~ ^{and} it is ~~not~~ true that the same has not been paid, ~~but on the con-~~
~~trary, every dollar thereof has been paid; it is likewise true that~~
this respondent and the said Robinett sold out their entire stock
of goods, wares and merchandise in bulk to J. H. ^{Livesay} ~~Livesay~~ A. J.
^{Livesay} ~~Livesay~~, and W. P. ^{Livesay} ~~Livesay~~, but this respondent denies that said
sale to the said Livesays was made for the express purpose of hin-
dering, delaying and defrauding the said Suttle & Beeler and the
said Baltimore Bargain House, or any other creditors of theirs in
the collection of their said debts; nor is it a fact that said
Robinett & Stacy did not fulfill the requirements of the law as
provided by Section 2460 A. of the Code of 1904; that the sale was
made to the Liv^{estons} ~~esays~~ ^{not} ~~is instead~~, for the express purpose of hindering
delaying, and defrauding their creditors, it was sold in order to
get ^{money} ~~money~~ by which to pay their said creditors, and they have applied
practically every cent that they received from the said stock of
goods to the payment of their said creditors, but ~~that~~ the amount

so received therefrom was not sufficient to pay all of their said creditors. As to whether or not the said Livesays^{ing} have again resold said goods to one S. H. Osbourn this respondent does not know and does not therefore admit the truthfulness of the same, but whether they have or not it is immaterial so far as the rights of this respondent and the said J. W. Robinett are concerned.

This respondent further says, that it is not true that he and J. W. Robinett are selling and disposing and intending to sell and disposed of their other ~~xxx~~ estate and property with the intent to hinder, delay and defraud their creditors, and especially the complainants in the collection of their said debts; nor it is further true that the said Robinett & Stacy have disposed of a large part of their said estate with the intent to hinder, delay and defraud their creditors in the collection of their debts, especially the complainants.

This respondent further says, that it is ~~not~~ true as alleged in said amended bill, that the goods received ~~by~~ the said Livesays from the said Robinett & Stacy amounted to something over \$1000.00, at least, and that the amount of goods which was sold and delivered by the said Livesays to the said Osbourn amounted to something over \$800.00 at least. On the ~~other~~ hand this respondent alleges that the goods, wares and merchandise received by said Livesays from the said Robinett & Stacy amount to \$1060⁰⁰. And this respondent further that if said goods that were turned over to Livesays had been sold at public auction or outcry that they would not have brought more than \$500⁰⁰; nor is it true as alleged in said amended bill that the sale made by said Robinett & Stacy to said Livesays was made for the purpose of hindering, de aying and defrauding said complainants in the collection of their said debts, nor is it true that the said Robinett & Stacy are disposing of their property and converting the same into money or other securities with the intent to hinder, delay and defraud said creditors in the collection of their debts. It is ^{not} true that

the said Robinett & Stacy at the time they sold said stock of goods to the said Livesays received as part payment for said stock of goods a pair of horses, wagon and harness, and a pair of mules, wagon and harness, ^{but they did get a pair of} ~~the mules, wagon and harness~~ ^{and said mules are} now owned by this respondent, but it is not true that the said Robinett & Stacy are trying to sell and dispose of said team and harness for the purpose of hindering, delaying and defrauding said complainants in the collection of their said debts. This respondent did contract the said team of mules to one E. H. Bratherton at a fair price which was \$325⁰⁰ in order to pay said Bratherton a debt of \$270⁰⁰ of which he was owing to him. This respondent further says and alleges that he has done all in his power to meet his obligations to his creditors, that he has in no way tried to hinder, delay or defraud them in the collection of what may be due them, but this respondent says that he has become ^{account} insolvent, on ^{of} reverses sustained while in the mercantile business during the recent depression in business, that he is ^a head of a family and as such on the 17th day of February, 1909, he executed and had recorded in the clerk's office of said county his homestead deed which reads as follows:

" Know all men by these presence:

That I, Wm. Stacy, a house-holder and head of family, hereby claim my homestead exemption in the following property, to-wit:

1 Pair of horse mules. 1 dark gray mule 4 years old, the other a black mule 4 years, both horse mules, value \$250.00

1 Red cow, some white 5 years old, \$25.00

1 Corn crusher, make Silver Leaf \$20.00,

to be held in accordance with provision of Chapter 178 of the Code of Virginia, 1887.

Witness the following signature and seal, this the 17th day of February, 1909.

Wm. Stacy."

This respondent is a citizen of the county of Lee, and being

a house-holder and head of a family he is entitled under the laws of the State of Virginia to claim his said homestead exemption.

This respondent will now represent and show unto your honor that W. E. Glass, deputy for W. Y. Tucker, sheriff of Lee County, Virginia, has levied on a pair of mules belonging to this respondent and which said pair of mules are the same as set forth and described in his said homestead deed above set forth, and which said homestead deed was duly recorded in the clerk's office of Lee County, Virginia, in deed book 48 page 107, on the 17th day of February, 1909, and which said deed is herewith filed as a part of this answer; that said W. E. Glass, has taken said mules in his possession without having any bond as required by law before an officer takes in his possession property levied under an attachment. This respondent therefore, prays that this answer be treated as a cross bill, and that said W. E. Glass, deputy of W. Y. Tucker, sheriff of said county, W. Y. Tucker, sheriff of Lee County, and the said H. H. Suttle and W. D. Beeler, partners in trade under the firm name of Suttle & Beeler, and the Baltimore Bargain House, a Corporation, be made parties defendant to said cross bill, and that they be required to answer the same, but that they need not do so under oath, that being expressly waived, and that upon a hearing that said bill and amended bill as aforesaid be dismissed as to this respondent, and that the said W. Y. Tucker, sheriff of said county, and said W. E. Glass his deputy, and the said H. H. Suttle and W. D. Beeler, partners in trade as aforesaid, and the said Baltimore Bargain House, a Corporation be enjoined and inhibited from selling said pair of mules, and that the said W. Y. Tucker, sheriff of said county, and his deputy, the said W. E. Glass, be required and compelled to surrender back unto this respondent the possession of the said mules.

And now having answer said bill and amended bill, or so much thereof as this respondent is advised that it is material that he should answer, and denying all allegation in said bill and amended bill not herein specifically admitted or denied, respondent

prays to be hence dismissed with his reasonable costs in this
behalf expended. And he will ever pray &c.

J. C. Noel. J. C.

Virginia:

Lee County Court:

This day personally appeared before me
in my county of Lee, ~~the~~ Wm. Stacey, who made oath that the allegations
in the above answer and cross bill are true as
he verily believes. Given under my hand
this 18 day of Feb. 1909.

H. C. D. Ewing, Clerk

Wm. Stacey et al
vs { Answer to
Bill & Rule

Filed Feb. 18, 1909.

H. C. J. Ewing,

Clk

To the HOn. H. A. W. Sreen, Judge of the Circuit Court for Lee County, Virginia.

The joint and separate answer of J. W. Robinett and Wm. Stacy late partners in trade under the firm name of Robinett & Stacy, to a cross bill of A. J. Livingston, J. H. Livingston and W. P. Livingston in the chancery cause of Suttle & Beeler, et al, vs? Robinett & Stacy, et al, pending in the circuitcourt of Lee County, Virginia, for answer to said cross bill, or to so much as your respondents are advised that it is necessary that they should answer, answering they say.

That it is not true that these respondents at the time they sold the stock of goods and merchandise in controversy in this cause to the said A. J., J. H., and W. P. Livingston misrepresented and held out to the complainants in said cross bill that they, the said Robinett & Stacy had paid all the bills which they owed on said goods except a some small bills, nor did these respondents represent to the said Livingstons that they would pay the remaining small bills within thirty days from the date of said sale. The fact of the matter is that at the time the said stock of goods were sold to the said Livingstons these respondents owed quite a considerable sum of money to the whole sale merchants and to other creditors; that they had originally purchased said stock of good, or a part of said stock of goods from the said A. J. Livingston, one of the complainants in said cross bill, and that they owed the said A. J. Livingston the eon \$145.92, and that in said trade said \$145.92 was paid to the said A. J. Livingston. It is true that these respondent received on said goods a pair of mules and harness at the price of \$341.00, and two notes, one for \$130.00 and the other for \$70.00 on Henry Robinett and Wm. Johnson, and which two notes with interest amounted to about two hundred and seven or eight dollars, and for the residue of said purchase money said Livingston reexecuted their notes for \$364.21, which makes the whole of the purchase price for said goods

which were invoiced to the said Livingston \$1013.00, and on which invoice price these respondents charged 3 1/2 %, making a total of about ten hundred and fifty or sixty dollars; but the said Livingstons paid to these respondents no cash as they alleged in their cross bill. Now out of the proceeds of the said sale, and out of money and property belonging to these respondents that was embraced in said stock of goods, these respondents have gone on and paid to the following whole sale and other creditors of these respondent, the following amounts to-wit:

J. L. Crumbley & Son.	\$78.60
Hamelton, Bacon Hamelton,	15.00
Taylor Tobacco Co.,	27.91
Sparger Milling Co., Bristol	29.56
Lookout Mountain Medicine Co.	5.00
King Bros Shoe Co.,	218.00
Used the two notes of \$130 and \$70 on this payment.	
Virginia Tennessee Hardware Company,	20.00
Gobble, Nicols & Co.,	18.40
Island Pant Co.,	14.183
Powell's Valley Bank for borrowed money put into the said stock of goods,	100.00
Paid Bessie Clendenon	264.92
Paid Emmett Wallens for borrowed money that was put into the stock of goods,	400.00
Paid H. Lawson for money that went into said goods/	25.93
Paid Quillen Moore, for goods that went into said said business	50.00
Nellie Gillum	32.00
Paid National Bank at Jone ville	17.00
For money used in said business	
Paid R. P. Legg,	87.65
for money that want into said business.	
Paid L. B. Johnson & Son,	4.50
for nails that were put into said stock of goods.	

Showing a total having been paid by these respondentsive on their indebtedness of \$1195.07, since said stock of goods were sold to the said Livingstons; and that if said petitioners in the said original bill, to-wit, Suttle & Beeler, and the Baltimore Bargain House, Dossier Goodson & Company, The Standard Oil Company, and the Chapman Drug Company had given to these respondents a little time each and every one of their debts would have been paid, and will be paid just as soon as these respondents are able to pay them.

And the said Livingstons at the time said trade was made very well knew that these respondents owed a considerable sum of money to whole sale merchants and other creditors, and that they further know that everything that was received from them, except said pair of mules went into their indebtedness, and in addition to that they have taken out of their own property every dollar that they could raise and put it in on their said indebtedness. In the wind up of the partnership business between these respondents the said pair of mules in controversy became the property of the said Wm. Stacy, he having put into that business a team of horses of his own; and that it is also true that the said Wm. Stacy did file his homestead deed, which these respondents claim ~~that~~ he had a right to do under the laws of Virginia, and in said deed set a part ~~as~~ the said mules and which are the only mules or horses that the said Wm. Stacy owns, and he being actually engaged in the business of agriculture the same are exempt from levy or distress under the Poor Man's Law, in addition to the exemption claimed under the Home Stead Deed. And it is not true that said mules were given to the said S Robinett & Stacy under an expressed agreement with them and on their representation that said goods were free from the claim of the Whole Sale Merchants and their liens. But on the contrary, these respondents made no such representation, and they again re-iterate that the said Livingston knew that they were considerably in debt to wholesle merchants and others. A copy of the homestead deed of said Wm. Stacy was originally filed with their answer in the original cause, and to which reference is hereby made, and the same is asked to be treated as a part thereof.

These respondents deny that any levey of attachment was ever made upon the mules in question claimed to have been levied on in the original cause, or upon the fifty bushels of corn owned ~~by the said J. H.~~

by the said J. W. Robinett, but be that as it may, these respondents say that the attachment in the original cause and in the cause of ^{mentioned} Dosser, Goodson & Company and in the cross bill filed in this cause was improperly sued out upon false representation and suggestions, that these respondents have never at any time or place, or under any circumstances attempted to dispose of or sell their property for the purpose of hindering, delaying, and defrauding a single one of their creditors, but what property they have disposed of and sold was for the express purpose of getting money with which to pay their credits, and which they have been doing to the best of their ability.

And now denying all the allegation of the said cross bill, not hereinbefore admitted or denied, and having fully answered said cross bill, so far as they are advised that it is necessary to answer, they pray to be hence dismissed with their reasonable costs in this behalf expended. And they will ever pray &c.

Rahimett & Stacy

advs { Aus

H. J. Livingston et al.

Filed ^{First} April Rules 1909.
H. C. J. Brown,
Clerk.

Suttle & Bealer, et al,

Plaintiffs.

vs.

In Chancery

Robinett & Stacy, et al,

Defendants.

This cause came on this day to be finally heard upon the bill of the plaintiffs filed January 6th, 1909, and amended bill filed on the same day; the joint and separate answer of Wm. Stacy and J. W. Robinett to said bill and amended bill, filed February 18th, 1909, and replications thereto; the cross bill of A. J. Livingston, J. H. Livingston, and W. P. Livingston against said Robinett & Stacy, filed April 5th, 1909, and the answer thereto of the said Robinett & Stacy filed at First April Rules, 1909, and general replication thereto; the attachments issued in the cause and motions to quash the same by the said Robinett & Stacy; the depositions of witnessess, and the decrees heretofore rendered in the cause, and was argued by counsel.

On consideration of all which, and the court being of opinion that the sale of the stock of goods mentioned in the complainant's bill and amended bill by Robinett & Stacy to A. J. Livingston and others was bona fide and without fraud. It is therefore adjudged, ordered and decreed, that the attachments sued out in this cause be and the same are hereby quashed and dismissed. It is further adjudged, ordered and decreed that H. H. Suttle, and U. D. Bealer, partners in trade under the firm name of Suttle & Bealer recover of the defendants J. W. Robinett & Wm. Stacy under the firm name of Robinett & Stacy the sum of \$116.50 with interest thereon from November 1st, 1908, until paid; and that the Baltimore Bargain House a corporation, recover against the said J. W. Robinett & Wm. Stacy under the firm name of Robinett & Stacy the sum of \$16.40 with interest thereon from the 6th day of January, 1909, until paid; and that the decree entered

in this cause on the 10th day of February, 1909, be and the same is set aside, vacated and annulled. And it is further adjudged, ordered and decreed that the cross bill of A. J. Livingston and others filed in this cause against said Robinett & Stacy be and the same is hereby dismissed, and that the said Robinett & Stacy recover against the said A. J. Livingston, J. H. Livingston and W. P. Livingston, their costs incurred by them in defending said cross bill; ^{including taking depositions} ~~and that the said J. W. Robinett and Wm. Stacy recover against the complainant H. H. Suttle and U. D. Bealer under the firm name of Suttle & Bealer, and the Baltimore Bargain House, a corporation, their costs of taking depositions in the cause;~~ and that the homestead deeds filed in this cause by Wm. Stacy and J. W. Robinett be and each are hereby held by this court to be valid and effectual against the recoveries in this cause by the said Suttle & Bealer, and the said Baltimore Bargain House against said Robinett & Stacy. And this cause is stricken from the docket.

\$115.44

Suttle & Bealer et al.
vs { Decree
Robinson & Stacy et al.

Entered in C.O.B.
#8, page 486 &c.

Enter this decree.
H. C. W. S. Reem
May 11th 1909.

Little & Butler

Confession

vs.

In Chancery

Robinson & Story, et al.

Defendants

" This Court came on
this day to be heard upon the
papers formerly read therein &
the motion of J. H. Robinson & William
Story, to have set aside that part
of the order heretofore rendered,
directing the sale of a pair of
mules & lot of corn, & motion for
leave to file their answer, &
cross bill, and was argued
by counsel.

On consideration of all
which leave is granted said
Robinson & Story to file their
answer, to which the plaintiffs
reply generally, & said leave
in so far as it directs the
sale of said mules & corn is
hereby set aside & they are
of the future the said J. H. Story
is permitted to have possession
of said mules subject to the
order of the Court & the said
in this Court & subject to
the future order of the
Court. & this Court is
continued.

Sutton H. Bueler.

vs. $\frac{2}{3}$ Decres

Robinet H. Bueler

Entered in C.O.B.

8, page 464

Entered this
Feb. 18. 1904

H. A. A. Bueler

Suttle & Beeler and others.....Complainants.

Vs.

Decree.

J. W. Robinett, William Stacy, J.H.Livingston,
W.P.Livingston, A.J.Livingston, and S.F.OsbournDefendants.

This cause came on this day to be heard upon the bill and amended bill of the said complainants, and exhibits filed therewith, the attachment ~~sued~~ out in said cause by the complainants against the property of the said defendants, and the return of the sheriff showing that he had levied upon a stock of goods, ~~hwares~~, and merchandise in the hands of S. F. Osbourn, one pair of horses about seven years old in the hands of the said J. H. Livingston, one pair of horses ~~mules~~ as the property of William Stacy and in his hands, one of which was black and the other a dark gray, and was argued by counsel.

And it appearing to the court that each of said defendants was duly served with process ~~on~~ said complainants original bill on December 3rd, 1908, and that each of said defendants were duly served *in said amended bill* with process in this county, on the 11th day of January, 1909, by delivering to them respectively a copy of the summons both ~~in~~ said original and amended bills at the times aforesaid, and that each of said defendants failing to appear, plead, answer or ~~demur~~ in this cause, on motion of the complainants by their counsel, it is adjudged, ordered and decreed that said complainants bill and amended bill be and are hereby taken for confessed as against each of said defendants.

On consideration of all which and for reasons appearing to the court it is adjudged, ordered and decreed that said complainants Suttle & Beeler recover of the said defendants the sum of \$116.50 with interest from the 1st day of November, 1908, until paid, and the costs of this suit; and that the complainant Baltimore Bargain House, Incorporated, recover of the said defendants the sum of \$16.40 with interest thereon from the 1st day of November, 1908, until paid, which sums of money recovered as aforesaid from said defendants is hereby declared to be a lien upon the goods, wares, and merchandise, horses

and mules levied by virtue of the attachment aforesaid.

It is further adjudged, ordered and decreed that the sheriff of this county, or one of his deputies, after having duly advertised the time, terms and place of sale of said property attached in this cause as aforesaid as required by law, he will make sale of the same for cash in hand, or enough thereof to pay said two sums of money, the costs of this suit and the commissions of sale, and out of the money arising from such sale he will first satisfy the said judgements of the said complainants and the costs of this suit, and the residue, if any, he will pay to the said defendants and he will return to this court his account of sale. And this cause is continued.

Suttle & Buler

vs. } Deane
no. 1

Robinson & Stacy & al

Entered in C.O.B.
#8, page 449 vc.

Enter this

Feb. 10-1909

H. A. W. Stearn

To J. W. Robinett & William Stacy:

You are hereby notified that on the 9th day of April, 1909, at the law office of E. L. Pennington, in the Town of Jonesville, Virginia, between the hours of 8 A.M. and 8 P.M. of that day, I shall proceed to take the deposition of A. J. Livingston and others, which, when taken is intended to be read in our behalf in a certain cross-bill filed by us in the Chancery cause of Suttle & Beeler and others against Robinett & Stacy and others, in which said cross-bill you are defendants and we are plaintiffs, and if from any cause the taking of said depositions are not begun, or if begun not completed, the same will be adjourned from day to day, from time to time, and from place to place until the same shall be at length completed.

Yours truly,

A. J. Livingston and others

By Counsel.

A. Livingston & Co

25. Notice for
depositions

Robinson Stokes

Executed by
William A. Coffey
to J. W. Runtz
and W. A. Stokes
this 1st day 1904
W. A. Stokes
for my father

240

The deposition of A. J. Livingston and others taken before me, Allie O. Freeman, a Notary Public in and for the County of Lee and State of Virginia, pursuant to notice hereto attached, at the Law Office of R. L. Pennington, in the Town of Jonesville, on the 9th day of April, 1909, to be read as evidence in behalf of the cross-complainants in a certain cross-bill filed by A. J. Livingston and others in the Chancery cause entitled Suttle & Beeler Vs. Robinett & Stacy and others.

Present: R.L.Pennington of counsel for cross-complainants.

Orr & Noel, counsel for defendants in the cross-bill.

By consent of counsel in this cause the taking of these depositions is adjourned until the 15th day of April, 1909, at the same place and between the same hours.

Allie O. Freeman, N.P.

Met pursuant to adjournment at the Law Office of R.L.Pennington, in the Town of Jonesville, on the 15th day of April, 1909.

N.P.

Present R.L.Pennington of counsel for cross-complainants.

J. C. Noel of counsel for Defendants.

J.H.Livingston, a witness of lawful age being duly sworn deposes and says:

Q-1- State your age, residence and occupation?

A. Age 22, Blackwater, farmer.

Q-2- Are you acquainted with J.W.Robinett & William Stacey?

A. Yes .

Q-3- State whether or not Robinett & Stacy have been heretofore engaged in a merchantile business on Blackwater?

A. Yes they were engaged in a merchantile business on Blackwater what is called the Flag Pond.

Q-4- When was this that they were engaged in the merchantile business.

A. I think it was in the spring of 1903 that I bought them out.

Q-5- How long do you think they were engaged in the goods business before you purchased their goods?

A. I think it must have been about a year.

Q-6- Under what firm name were they doing business as merchants?

A. Robinett & Stacey.

Q-7- State whether or not you purchased their entire stock of goods and merchandise?

A. I bought the whole thing.

Q-8- What did you pay them for the goods? I mean how much?

A. From the invoice book which Robinett & Stacey have here which was used at the time, it shows that the invoice price of the goods was \$1013.70. On that I paid them a profit of three and one-half per cent, making \$35.47 more, total for the goods \$1049.17, and for the license \$9.77.

Q-9- After stating to you the allegation in the defendants answer to your cross-bill as to how you paid Robinett & Stacey for the stock of goods, I will ask you to state whether or not their statement of how said goods were paid for by you is correct?

A. Yes. I think their statement of how the goods were paid for is correct. That is, that \$145.92 was paid by me for them to A.J.Livingston. Mules and harness were turned over by me to them at \$341.00 and I let them have the notes of Henry Robinett and William Johnson, one of which was for \$130.00 and the other \$70.00. I then executed my notes to them for \$364.21.

Q-10- What became of the note which you executed for the sum of \$364.21?

A. The notes were assigned to the Powell's Valley Bank.

Q-11- Have you paid either one of the said notes?

A. Yes sir. I have paid one of them.

Q-12- How many of the notes were there?

A. Two.

Q-13- Were they each for like amounts.

A. I think there was about two cents difference between the amount of

the notes.

Q-14- At the time that you purchased these goods from Robinett & Stacey was anything said between you and them regarding the amount that was owing to the wholesale merchants for the goods?

A. Yes sir.

Q-15- Please state what it was that was said between you and them regarding such debts?

A. They just said they would settle them in thirty days.

Q-16- Did they tell you how much they owed on these goods at that time?

A. I don't think they mentioned the amount they owed but I won't be certain whether they did or not.

Q-17- State whether or not they have settled all the claims owing to the wholesale merchants?

A. I expect not.

This answer is objected to in so far as states the supposition of the witness.

Counsel for defendants.

Q-18- State whether or not you know anything about either Mr. Robinett or Mr. Stacey disposing or selling any of their property outside of the stock of goods that you mentioned?

A. They have sold a cow.

Q-19- In case you have to pay out of the goods which you bought from Robinett & Stacey any of the claims that were due the wholesale merchants so as to free said stock of goods from the indebtedness of Robinett & Stacey, do you know of any property that either Robinett or Stacey have out of which you might be indemnified except the mules and horses that were levied on in this case?

A. They have some corn but I do not know how much.

Q-20- I have just read you the list of property mentioned in the homestead deed, copy of which is filed in this cause of J.W. Robinett, do you know of any other property which Mr. Robinett has out of which you might be indemnified on account of any

payments made on claims against said goods?

A. No. I know of no other property.

Q-21- I have just read to you a list of the property mentioned in the homestead deed of William Stacey filed in this cause. Do you know of any other property which Mr. Stacey has out of which you might be indemnified?

A. No. I do not.

Q-22- Do you know where the pair of mules is that was levied on in this cause?

A. I only know what I heard about it. I do not know of my own knowledge.

Q-23- State whether or not Mr. Robinett or Mr. Stacey furnished to you any list of debts which they owed the wholesale merchants for goods?

A. No.

Cross Examination.

Q-1- You know did you not that Robinett & Stacey were indebted to wholesale merchants for goods at the time you purchased said stock of goods from them?

A. They said they owed some.

XQ-2- You did not ask them to give you a list of the wholesale merchants to whom they were indebted did you?

A. No sir.

XQ-3- Did not Robinett & Stacey offer to show you a list of the wholesale men to whom they were indebted?

A. I wont be certain whether they did or not.

XQ-4- The two notes that you executed Robinett & Stacey amounting to \$364.21 showed on its face to be due in six and twelve months from date, did they not?

A. Yes.

XQ-5- Did you not at the time you executed said notes and made said trade for said stock of goods, tell Robinett & Stacey that you

would pay off these notes as fast as you could trade it out or sell goods and get money in order that you might pay it off?

A. There was no such agreement.

XQ-6- Did you not promise you would do that?

A. No sir.

XQ-7- You did not pay Robinett & Stacey any money on said stock of goods, did you?

A. No sir.

XQ-8- Robinett & Stacey originally purchased their stock of goods from A.J. Livingston, one of your partners, did they not?

A. Yes.

XQ-10- Which one of the defendants Robinett/~~or~~ Stacey was it that sold the cow that you speak of in your deposition in chief?

A. Robinett.

XQ-11- To whom did he sell the cow?

A. Harless, I think.

XQ-12- Do you know what he did with the money?

A. I do not know.

XQ-13- You do not know whether he paid it on his indebtedness or not?

A. No, I do not know.

XQ-14- Do you know how many cows J.W.Robinett had at that time?

A. He had about a couple I think.

XQ-15- J.W.Robinett & William Stacey are both householders and the heads of families are they not?

A. Yes sir. I suppose so.

XQ-16- Did both live in Lee County, Virginia.

A. Yes sir.

XQ-17- William Stacey is now and has been for several years past engaged in farming and agriculture, has he not?

A. Yes sir. I suppose so.

And further this witness sayeth not.

(Signature waived.)

A.J.Livingston, another witness of lawful age after being duly sworn deposes and says:

Q-1- State what relationship you are to J.H.Livingston who has just give his ~~d~~position in this case?

A. He is my brother.

Q-2- State your age, residence and occupation?

A. Age 25, residence Blackwater, Va. Occupation farming.

Q-3- Are you acquainted with J. W. Robinett and William Stacey?

A. Yes sir.

Q-4- State whether or not J.W.Robinett & William Stacey have been engaged in the merchantile business on Blackwater, in the neighborhood called the Flag Pond?

A. Yes.

Q-5- Have they sold out their stock of goods to anyone?

A. Yes. They have sold out.

Q-6- Did they sell the whole stock of goods together?

A. Yes sir.

Q-7- Did you have any connection with the sale at the time that it was made and helped to perform any part of the business?

A. Yes. I was present and helped to invoice the stock of goods.

Q-8- From a book here present in the hands of Robinett & Stacey, the invoice of the goods shows to have been made June, 24, 1908. I will ask you to state whether or not this is the proper day as you remember it.

A. I think so.

Q-9- Do you know anything about the manner in which the goods were paid for by your brother J.H. Livingston?

A. Yes, I know pretty much.

Q-10- Did you hear his statement as to how the goods were paid for in his examination as a witness?

A. Yes sir.

Q-11- Is that statement correct as to how the goods were paid for

as you remember?

A. Yes sir.

Q-12- Was any agreement or conversation had between you and your brother and Robinett & Stacey about the claims of the whole-sale merchants on the goods?

A. There was not very much said about it but I suggested that Howard my brother had better have a statement so as to write to the wholesale men about it and either Mr. Robinett or Mr. Stacey spoke up and said that they would have it all cleared up or paid up within thirty days or words to that effect.

Q-13- Did they tell you how much was owing on the goods at that time?

A. No) I never heard anything about it.

Q-14- Did they give you any idea as to the approximate amount which they did owe on the goods?

A. No. I have no recollection of hearing them say how much.

Cross Examination.

XQ-1- You do not know how many and what debts J.W. Robinett & William Stacey owed at the time the sale of their stock of goods were made to J.H. Livingston, do you?

A. No sir.

XQ-2- Now you do not know how much they or either of them have paid on said indebtedness since said sale was consummated do you?

A. No sir.

XQ-3- J.W. Robinett and William Stacey, the parties that composed the firm of Robinett & Stacey, are each householders and heads of families are they not?

A. Yes sir.

XQ-4- And each reside in Lee County, Virginia, do they not?

A. Yes sir.

XQ-5- Is not William Stacey now and has been for several years passed actually engaged in the business of agriculture?

A. Yes sir.

And further this deponent sayeth not.

(signature waived)

Virginia, Lee County, to-wit:

I, Allie O. Freeman, a Notary Public in and for the County of Lee and State aforesaid, do hereby certify that the depositions of A. J. Livingston and J.H. Livingston were duly taken and sworn to before me at the time and place and for the purpose in the caption mentioned.

Given under my hand this the 19th day of April, 1909.

Allie O. Freeman N.P.

Notary fee - \$ 3.00

The depositions of J.W. Robinett and William Stacey were taken before me, Allie O. Freeman, *A* Notary Public in and for the County of Lee and State of Virginia, at the Office of R.L. Pennington, in the Town of Jonesville, Virginia, this the 15th day of April, 1909, by agreement of counsel, to be read as evidence in behalf of the defendants in the Chancery cause of Suttle & Beeler, complainants, and A.J. Livingston and others cross-complainants in said cause, wherein the said Suttle & Beeler are plaintiff's, and A.J. Livingston, J.H. Livingston and A.P. Livingston are cross-complainants, and Robinett & Stacey are the defendants.

Present: R.L. Pennington, attorney for complainants and cross-complainants.

J.C. Noel, counsel for defendants.

J.W. Robinett, a witness of lawful age, after being duly sworn deposes and says:

Q-1- State your age, residence and occupation?

A. Thirty-one years old, farming, Blackwater.

Q-2- Are you one of the defendants in this cause?

A. Yes sir.

Q-3- Were you a member of the late firm of Robinett & Stacey?

A. Yes sir.

Q-4- Who were Robinett & Stacey, in what business were they engaged and when?

A. Merchantile business on Blackwater from June 30th, 1907, until June 24th, 1908.

Q-5- Did the firm of Robinett & Stacey buy any goods, wares, and merchandise from Suttle & Beeler?

A. Yes sir.

Q-6- Do you remember the amount?

A. \$115.50 or \$116.50 I do not remember which.

Q-7- Was that debt due and payable at the time you and Stacey sold your stock of merchandise to J.H. Livingston?

A. It was not due, and did not become due until November 1st afterwards.

Q-8- Did the firm of Robinett & Stacey purchase any goods from the Baltimore Bargain House?

A. Yes sir.

Q-9- Was it indebted to the Baltimore Bargain House at the time it sold its stock of merchandise to J.H. Livingston?

A. Yes sir.

Q-10- What was the amount of the debt.

A. It was \$16.40 less the amount of express which was \$1.15

Q-11- Was that indebtedness due at the time your stock of goods were sold to J.H. Livingston?

A. I do not believe it was. I won't be sure about it.

Q-12- When did Robinett & Stacey sell its stock of merchandise to J.H. Livingston?

A. June 24, 1903.

Q-13- Was that stock of merchandise and goods sold in bulk?

A. It was invoiced and sold.

Q-14- It is alleged in the complainants bill of complaint that said sale was made for the express purpose of hindering, delaying and defrauding the complainants of Suttle & Beeler and of the Baltimore Bargain in the collection of their debts. State whether or not if that is true?

A. No.

Q-15- State whether or not you made said sale for the purpose of hindering, delaying and defrauding any of the creditors of Robinett & Stacey? None.

A. No.

Q-16- Why was said sale made to said Livingstons?

A. We just got on a trade and sold out to them. Hard times struck us in the fall and we were afraid we would get further indebted

than we were. Trade was dull and money was scarce.

Q-17- What did you mean to do with the proceeds of said sale and what did you do with it?

A. We meant to pay on our debts as far as we could and did pay.

Q-18- State whether or not you paid out on your indebtedness as much as the said stock of goods was sold for?

A. Yes sir. And about \$100.00 or \$200.00 over and above.

Q-19- I will get you to innumerate the persons or parties to whom the firm of Robinett & Stacey was indebted at the time you sold said stock of merchandise to J.H. Livingston and give the amount you owed each of said creditors, beginning with the wholesale people?

A. I have a list made off which I file with my deposition marked J.W.R. No. "1", which shows the creditors that I have paid and the amounts paid each. There are some other creditors of the firm not innumrated in this list which have not been paid which are those sued on in this cause. The Standard Oil Company \$6.44, Chapman Drug Company \$7.09, Dosser-Goodson Company \$48.00 and a few cents, Hager Dry Goods Company \$97.12. There are probably a few other small debts that the firm owes which I cannot now call to memory but not very much.

Q-20- What did the stock of goods sold to Livingston amount to?

A. \$1013.70, then they paid us on that three and one-half per cent which was \$35.47, and paid us for our license \$9.77, making a total of \$1058.94.

Q-21- State whether or not Robinett & Stacey could have paid their indebtedness or as much of it as they did pay on it if they had not sold said stock of goods?

A. They could not.

Q-22- What in your judgement would said stock of goods sold for, if levied upon and sold at public outcry by the sheriff under execution, amount to?

A. About \$500.00.

Q-23- Do you think it would have sold for any more than \$500.00?

A. Not much.

Q-24- At the time you made said sale of said stock of merchandise did you notify the wholesale creditors that you were making said sale?

A. I did not before I closed the trade but did immediately afterwards.

Q-25- And what proposition if any did you make to them?

A. We drew up our notes to the wholesale house and asked them to accept our notes. All our creditors did accept our notes except Suttle & Beeler, Dosser & Goodson. We did not send notes to those creditors whom we owed small amounts, such as the Standard Oil Company.

Q-26- It is alleged in the bill of complaint that the sale by Robinett and Stacey to said Livingstons was made for the purpose of hindering, delaying and defrauding the complainants in the collection of their debts, and that the said Robinett & Stacey are selling and disposing of their property and converting the same into money or other security with intent to hinder, delay and defraud said complainants in the collection of their said debts. Is that allegation true?

A. It is not.

Q-27- State whether or not you have sold any of your property outside of the stock of goods, and if so, what was it?

A. I sold one cow last fall.

Q-28- What did you do with the money that you received from the sale of this cow?

A. I used the biggest part of it to pay on our debts.

Q-29- Has William Stacey sold any of his property for the purpose of hindering, delaying and defrauding his creditors, or converting it into money?

A. Nothing that I know of.

Q-30- Did the firm of Robinett & Stacey own anything else jointly other than the stock of merchandise?

A. No sir.

Q-31- It is alleged also in said bill of complaint that at the time said Robinett & Stacey sold said stock of goods to the said Livingston's they received as part compensation for said stock of goods a pair of ~~xxxx~~ horses, wagon and harness, and a pair of mules, wagon and harness. Is that true, or what part of that allegation is true if any?

A. They received the pair of mules and harness but no horses or wagon.

Q-32- It is further alleged that the complainants are informed that the said Robinett & Stacey are trying to sell and dispose of said teams and harness for the purpose of hindering, delaying and defrauding said complainants in the collection of their said debts. State whether or not you were, or Robinett & Stacey were at the time that this suit was instituted, trying to sell said teams and harness for the purpose of hindering, delaying and defrauding your complainants in the collection of their debts?

A. They were not.

Q-33- ~~An~~ the cross-bill of A.J.Livingston, J.H.Livingston and W.P. Livingston, filed in this cause against Robinett & Stacey, it is alleged that at the time the said Livingston's purchased said goods from Robinett & Stacey, that the said Robinett & Stacey represented and held out to said Livingstons that they had all the bills which they owed on ~~xxxx~~ said stock of goods, except a few small bills which they agreed and bound themselves to pay within thirty days from date of said sale. State whether Robinett & Stacey made any such agreement or representation?

A., They did not.

Q-34- State what was said to said Livingston's about the indebtedness if anything at the time the sale was made.

A. As I remember we talked some about our indebtedness and we re-

requested said Livingston to pay us some money on said notes before they became due so we could apply it to our debts and my recollection is that he agreed to do so along as he traded it out.

Q-35- Did the said Livingstons at the time said sale was made know that the firm of Robinett & Stacey were indebted to wholesale people for goods?

A. Yes sir. They knew it.

Q-36- State what Robinett & Stacey offered to do about furnishing a list, if anything, of the debts?

A. I think we offered to show them our list of what we owed at the time the trade was made.

Q-37- It is alleged in said cross-~~examination~~ bill as follows: "That your respondents say that said Robinett & Stacey falsely represented to your respondents that said goods were paid for. State whether or not if that allegation is true?"

A. It is not true.

Q-38- Are you the J.W. Robinett that on the 17th day of February, 1909 filed in the clerk's office a homestead deed?

A. Yes sir.

Q-39- I will ask you if you claim the benefit of the said homestead deed as against the indebtedness sued on in this suit?

A. Yes sir.

Q-40- I will ask you to file the said homestead deed showing your homestead deed with your deposition marked J.W.R. No. 2?

A. I file said deed marked as requested.

Q-41- State whether or not you are a householder and the head of a family?

A. I am.

Q-42- State whether or not your residence is in this county?

A. It is.

Q-43- At the time you said you notified your creditors that you had

made this sale, did you offer these complainants Suttle & Beeler, Baltimore Bargain House, and Dosser-Goodson Company, notes for their indebtedness?

A. Yes sir. The Suttle & Beeler and Dosser-Goodson would not accept the same. I don't think we sent our note to the Baltimore Bargain house.

Q-44- State whether or not the creditors that did accept your notes that you speak of have been paid their indebtedness?

A. They have all been paid but one, that is the Hager Dry Goods Company.

Q-45- Please innumerate then all payments made by J.H. Livingston to Robinett & Stacey for your stock of merchandise in question?

A. J.H. Livingston paid A.J. Livingston \$145.92 and they gave us two notes, one for \$130.00 and the other \$70.00 that were on William Johnson and Henry Robinett, and we took a pair of mules and harness \$341.00, which left a balance of \$364.21, which they executed their notes six and twelve months time.

Q-46- What was that \$145.70 paid A.J. Livingston for?

A. It was for money we owed him on the goods. We bought the stock of goods from A.J. Livingston and owed him a balance of \$145.92 on it.

Cross Examination

XQ-1- When was the sale made to J.H. Livingston?

A. June 24th, 1902.

XQ-2- Was the inventory taken at the time?

A. Yes sir.

XQ-3- What did it amount to?

A. \$1013.70.

XQ-4- Was that all they paid you for the goods?

A. They paid us three and one-half per cent which was \$35.47, and the license was \$9.77, making a total of \$1058.94.

XQ-5- How was that settled between you?

A. First J.H.Livingston assumed to pay for us \$145.92 which we owed to A.J.Livingston. Second. They also turned over to us two notes, one for \$130.00 and the other for \$70.00 on William Johnson and Henry Robinett and the interest on the same at the time we traded was \$7.31, making \$207.31. Third they paid us a pair of mules and horses at \$341.00, which left a balance due us \$364.31 which was divided into two payments and notes executed to us for the same on six and twelve months time, drawing interest from date.

XQ-6- Have these two notes, or any part thereof been paid to you, if so state exactly how it is?

A. They never paid anything to us. I cashed the notes here at the Powell's Valley Bank, that is I sold them to said bank some 30 to 90 days thereafter at a discount as I now remember of \$4.50.

XQ-7- What has been done with that pair of mules and harness if anything?

A. My understanding is that Mr. Stacey sold them to Howard Brotherton.

XQ-8- At the time of making the said sale to Livingston's, did you make a complete inventory of the merchandise proposing to be sold?

A. I helped make it.

XQ-9- Did you deliver said inventory to the purchaser?

A. They kept a book and we kept one.

XQ-10- Did you attach to that inventory an affidavit that the same is true and correct?

A. No. I did not but I can if it is demanded

XQ-11- Did you at the same time make and deliver to the purchaser, Mr. Livingston, a schedule of all the debts which the firm of Robinett & Stacey owed at the time of said sale?

A. No. We did not make any list of them, but I think we offered to show him a list.

XQ-12- Did you at that time make a complete inventory of all the

the debts you owed, swear to it, and retain in your possession, or in the possession of this firm exact copies thereof?

A. No, but I knew what we owed.

XQ-13- Have you kept such inventory and schedule open to the inspection of your creditors since said sale was made all the time?

A. No.

XQ-14- Ten days before the sale to Mr. Livingston and before he took possession of said merchandise, did you and Mr. Livingston join in giving written or printed notice of the proposed sale and purchase of said merchandise to each of the creditors, and include in such schedule all due each of the creditors which

A. No sir. I did notify them immediately after the sale was made.

XQ-15- How did you notify them?

A. We sent some money to some of them and sent some notes to some of them. We notified them by mail.

XQ-16- Now did you notify each one of your creditors by letter that you had sold your stock of goods, the terms of said sale, the manner in which the same was to be paid to you, or had been paid to you, or anything of that kind?

A. Yes sir. We notified them that we had sold on time and had not got any money.

XQ-17- How did you send these notes, by open letter or registered mail?

A. By open letter.

XQ-18- Now at the time you made this sale to Livingston's did you notify him of the amount of your indebtedness due all persons?

A. No sir. I do not think we ever told him the amount of it but offered to show him. Our books showed our indebtedness.

XQ-19- Did you have any books which showed your entire indebtedness?

A. I have no particular book of it.

XQ-20- Where you had it set down did that show anything at all except your merchandise debts?

A. Nothing else.

XQ-21- Then you never did offer to show to them a statement of your entire indebtedness?

A. I think so.

XQ-22- Did you offer to show them a statement of your indebtedness to the Powell's Valley Bank?

A. I do not know whether we did or not.

XQ-23- Did you tell them how much you owed at that time?

A. No sir.

XQ-24- Did you not tell them that you did not owe very much?

A. No sir. I think not.

XQ-25- Did not Mr. A. J. Livingston, right at the time the sale was going on, insist that a schedule of your indebtedness be given to one J.H.Livingston, which would show all persons that you were indebted to, and did you not insist that it was unnecessary, that you would settle all these debts inside of thirty days?

A. I do not remember any such talk at all.

XQ-26- Now did you tell them anything about being indebted to Bessie Clendenin in the sum of \$264.92?

A. No sir.

XQ-27- Did you give them any notice of the fact that you were indebted to Emmett Wallen in the sum of \$40.00?

A. No sir.

XQ-28- Did you give them notice of the fact that you were indebted to Henry Lawson in the sum of \$25.93, to Quillen Moore in the sum of \$50.00; to Nellie Gilliam in the sum of \$32.00, to the National Bank at Jonesville \$7.50, to R.P.Legg \$74.23, and to L.B.Johnson & Son \$4.50?

A. Part of them they already knew it. I did not give them notice directly.

XQ-29- How did you expect to settle your debts if you took part of the purchase price of your goods in a team of mules and harness?

A. We paid in towards our ~~xxxxx~~ ~~xxx~~ wholesale debts the note which we obtained from Mr. Livingston on Johnson and Robinett, amounting principle and interest to \$207.31. We also paid on our wholesale debts the money which we received for the notes executed to us by Mr. Livingston, and we collected some other debts which were due us for goods and paid them into our wholesale debts.

XQ-30- What did said collections amount to?

A. I do not know exactly but my best recollection is we collected about \$300.00 or between \$200.00 and \$300.00.

XQ-31- Does the list which you have filed headed "List of Wholesale accounts paid since we sold out," show the true amount that you have paid out to these wholesale merchants?

A. Yes sir.

XQ-32- You have filed another list headed as follows: "Other than wholesale accounts made while in business and paid out of the proceeds of goods". Were these firm debts or individual debts.

A. Mostly, I believe individual debts, but went into the firm as money.

XQ-33- I notice one debt of \$100.00 to the Powell's Valley Bank, was that a firm debt or individual debt?

A. A firm debt.

XQ-34- I notice a debt to Bessie Clendenin, January 22nd, 1909, \$264.92. Was that an individual or firm debt?

A. That was a firm debt and was contracted to Howard Livingston for a pair of horses at the price of \$253.00, and the balance of \$264.92 was interest. This note was assigned by Mr. Livingston and came into the hands of Bessie Clendenin from whom it was lifted on January 22nd, 1909.

XQ-35- Was the Emmett Wallen debt of \$40.00 a firm debt or individual debt?

A. A firm debt.

XQ-36- For what was that debt contracted for?

A. It was for borrowed money.

XQ-37- In order to shorten the examination I will ask you if all the other debts mentioned on said list were firm debts, or contracted for the benefit of the firm?

A. Yes sir. They were all firm debts or contracted for the benefit of the firm and the proceeds went into the business,

XQ-38- I notice in your homestead deed which you filed as a part of your deposition, that you claim you are the owner of two sorrel horses of the value of \$200.00. Are these the same two horses that you purchased from Howard Livingston, and for which the note was given that was paid to Bessie Glendenin?

A. Yes sir.

XQ-39- I further notice that you include in said homestead deed 130 bushels of corn. Is that the same corn, or part of the same corn that was levied on in the attachment in this case?

A. It is some of the corn the return of the officer claims to have levied on fifty bushels of corn and that fifty bushels is included in the 130 bushels mentioned in the said homestead deed.

XQ-40- If I understand you correctly in your examination in chief you stated that the sale made to Mr. Livingston was not made for the purpose or with the intention of hindering, delaying and defrauding the creditors of the firm of Robinett & Stacey. And I further understand you to state that it was your purpose to pay all these debts. Now if that is your purpose why did claim the benefit of the homestead?

A. It was to keep the officer from getting hold of it and selling it at less than its value. I desired to make as much as possible out of the property, and I believed that if it was sold by the officer I would not realize one-half its worth. Our intention is to pay all these debts if they will give us a chance, but we will have to have a chance, otherwise we cannot do it.

XQ-41- Was this corn that is included in your homestead raised by you or was ^{it} ~~the~~ corn which you had taken in at the store for goods?

A. It was not all of it corn which we raised, but a part of it was purchased and I paid the money for it. No Part of it was taken in for goods.

XQ-42- Was this corn which you purchased, purchased with your individual money, or with money belonging to the firm of Robinett & Stacey?

A. It was sortie divided, but it might be considered as bought with my own money.

XQ-43- Please explain that answer?

A. I might say tht it was borrowed money, or rather money which I used which belonged to the firm for which I have paid back.

XQ-44- Have you paid it back out of your own individual money to the firm or to the firms creditors?

A. I considered it money which I put into the firm.

And further this deponent sayeth not.

(Signature waived.)

William Stacey, a witness of lawful age, bding duly sworn deposes and says:

Q-1- Please state your age, residence and occupation?

A. Age 52, Live in Lee County, Virginia on the North Fork of the Clinch, and am a farmer.

Q-2- Are you one of the defendants to the original bill filed by the plaintiffs in this cause and also a defendant to the cross-bill filed by A.J. Livingston and others.

A. I am.

Q-3- When did the firm of Robinett & Stacey sell their stock of merchandise to J.H. Livingston, if you remember?

A. June 24th, 1903.

Q-4- State whether or not that sale was made for the purpose of hindering, delaying and defrauding the complainants in this suit from the collection of their debts?

The foregoing question is objected to because immaterial, the facts of the transaction stamp it as it is.

Counsel for complainants.

A. It was not.

Q-5- Why was that sale made?

A. In the first place it did not seem to suit me to be in the business and we got on a talk with Mr. Livingston and made a trade with him and sold out to him.

Q-6- Were those the only reasons that induced you to sell?

A. There was another reason. We were indebt head over heels and did not seem like we could get out of debt and continue the business.

Q-7- State whether or not you as an individual, or as a member of the firm of Robinett & Stacey have sold ~~any~~ your property or disposed of it, or converted in into money or other security of debt for the purpose of hindering, delaying and defrauding your creditors, or the creditors of Robinett & Stacey?

A. Have not.

Q-8- At the time Robinett & Stacey sold their stock of merchandise to the cross-complainants, Livingston's, did said Livingstons know of the fact that Robinett & Stacey were indebted in considerable sums of money for merchandise?

A. Well, I do not know that they knew to what extent we were indebted but it was talked on the eave of the trade that we were indebted.

Q-9- State whether or not at the time you sold said merchandise, or during the negotiations of the sale of the same you or J.W. Robinett represented to said cross-complainants that you were not indebted very much and that said indebtedness would be paid within thirty days?

A. I did not and I did not hear of anything like that being said.

Q-10- Have you seen the list of creditors that Robinett filed show-

ing the list of creditors of the firm of Robinett & Stacey that he claims has been paid?

A. I have seen it.

Q-11- Is that a correct statement?

A. I think it is.

Q-12- If that stock of merchandise had been sold under execution at public outcry, state whether or not it would have brought as much as you sold it for?

A. I do not think it would.

Q-13- How much do you think it would have brought at public outcry?

A. I have my doubts as to whether it would have brought \$500.00 or not.

Q-14- State whether or not you are a householder and the head of a family?

A. Yes sir.

Q-15- Are you the William Stacey that answered the original bill and amended bill of the complainants setting up a homestead deed?

A. Yes sir.

Q-16- At the time of the institution of this suit and at the time that the Deputy Sheriff claims to have levied on the pair of mules in controversy, in what position were you then engaged?

A. In the farming business.

Q-17- State whether or not at that time you had any other horses or mules, than the mules set out in said homestead deed and claimed to have been levied on by said Glass?

A. I did not.

Q-18- Have you any other horse property now?

A. No sir.

Q-19- It has been said to me you have sold said pair of mules to one Brotherton. Please tell about that transaction?

A. Yes, I sold a pair of mules to G.H. commonly called Howard Brotherton.

Q-20- When was it you sold them to him?

A. We closed the trade the 21st day of January with Brotherton. The officer had not given me any notice at all that he had levied on these mules. I had heard that he said he levied on them but did not know that he had. He came to the field where I was at work and handed me a paper. I opened and saw that it was a summon to rule day and I started to put it in my pocket and he said to me, on the other side is an attachment but he did not tell me that he had levied on the mules or anything else. I sold the mules to Brotherton and paid off this Bessie Clendenin note. The officer never took charge of the mules while they were in my possession but I understood that he did take them from Brotherton about a month afterwards, and at last court by an agreement of counsel for the complainants the mules were turned back in my possession. I turned them back to Brotherton with the distinct agreement and understanding that he was to have the mules back here at the May term of the court to answer the judgement of the court.

Cross Examination.

XQ-1- Was Brotherton security on what is called the Bessie Clendenin note?

A. No, he was not security but the note had passed through his hands as the assignee of Howard Livingston, and then he, (Brotherton) had sold and assigned it to Bessie Clendenin.

XQ-2- Do you remember the date when Deputy Sheriff Glass came into the field where you were at work as above stated by you, if so please state it?

A. I do. It was on the 11th day of January. I noted it in my book a few days afterwards, and I have my book now and have referred to it to find the date which I find to be the 11th day of January, 1909.

XQ-3- How long was the firm of Robinett & Stacey in business?

A. A little bit over twelve months. My recollection is that we went

into business on the 30th day of May, 1907, and sold out on the 24th day of June, 1908.

XQ-4- At the time of the making of said sale of the said stock of goods to Mr. Livingston, did you make a full and complete inventory of the merchandise sold, and did you make a full, true, and correct schedule of all persons to whom the firm was indebted, stating therein the post-office address of each of said creditors, and the amount owing to each of them, to which inventory and schedule you attached the oath of yourselves that the same was correct?

A. We made a complete inventory of the stock of goods. We did not make a schedule of the debts showing the post-office address of the persons we owed and the amount we owed each one of them, nor did we attach an affidavit to the invoice of the goods as made. My recollection is that Mr. Robinett proposed to show them a list of our indebtedness.

XQ-5- Did you ten days before you consummated the sale to Mr. Livingston and before Livingston's took charge of said merchandise, join together and give written or printed notice of the proposed sale and purchase of such stock of merchandise to each of the creditors whom you owed?

A. We did not.

XQ-6- Did not Mr. A.J. Livingston, while said trade was going on, or while the invoice was being made, insist that notice ought to be given to all persons to whom the firm was indebted before the sale was completed, and did not you and Mr. ~~Stannix~~ Robinett or one of you insist that it was not necessary to give said notice, that you would settle all the debts owing by ~~xxxxxxx~~ firm inside of thirty days?

A. I have no recollection of anything like that.

XQ-7- Did not Mr. Livingston, or one of them insist that you should make a full list of all the debts owing by the firm?

A. Not that I heard of.

Q-8- At the time of said purchase, or during the negotiations leading up to it, did not you or Mr. Robinett represent to Mr. Livingston that the firm owed only a few small debts to the wholesale merchants from whom he had purchased goods?

A. No, I didn't say anything to that effect and I don't think I heard anything like it said.

XQ-9- Mr. Stacey at the time you made this sale did you know what the firm did owe?

A. I substantially knew but I can't say that I knew accurately.

XQ-10- Did you give much or any personal attention to the running of that store?

A. I did not pretend to stay there all the time. I did however stay there a good deal of the time. I did not help to keep the books of our purchases with the wholesale merchants. However I looked over them occasionally. Mr. Robinett was the principle book-keeper and principally attended to the business.

And further this deponent sayeth not.

(Signature waived.)

Virginia, Lee County, to-wit:

I, Allie O. Freeman, a Notary Public in and for the County of Lee and State aforesaid, do hereby certify that the deposition of J. W. Robinett & William Stacey were duly taken and sworn to before me at the time and place and for the purpose in the caption mentioned.

Given under my hand this the 19th day of April, 1909.

Allie O. Freeman N.P.

Notary fee \$3.00.
\$2.50 paid.

Other than Wholesale made while in
and Paid out of Proceeds of goods Business.

Wholesale carried	\$	426.65
Powells Valley Bank; = July = 13 = ⁰⁸	\$	100.00
Bessie Glenclennin Jan = 22 = ⁰⁹	\$	264.92
Emit Wallen = Aug ⁰⁸	\$	40.00
H. Lenson = 7 = 18 = ⁰⁸	\$	28.93
Quiter Moore. 11/23 ⁰⁸	\$	50.00
Mellie Gillian settled with acct Mar = 1 ⁰⁹	\$	32.00
A J Livingston June 25 = ⁰⁸	\$	148.92
National Bank = Jan 11 = 20 ⁰⁸	\$	17.50
R. P. Legg = 8 = 31 ⁰⁸	\$	74.28
L. B. Johnson & son July = ⁰⁸	\$	44.50

<u>Total</u>	\$	1181.70
R P Legg - 9 = 28 ⁰⁸	\$	13.37
Good we sold invoiced 10 13.70	\$	1195.07
Paid out more than goods invoiced	\$	168.00
R P Legg - 9 = 28 ⁰⁸	\$	13.37
	\$	181.37

\$ 7.65

List of Wholesale Accounts Paid
 Since we Sold Out.
 out of Proceeds of goods.

J. L. Crumley & Son, Bristol Tenn.
 7-17-08 \$78.60

Hamilton Bacon Hamilton . . .
 7-12-08 \$15.00

Joylor Job Co Marietta Tenn
^{#20.00}
 7-15-08 & 8-10-08 = 11-291 \$27.91

Sparger Mill Co Bristol . . .
⁰⁸ June 26 20.00 ⁰⁸ July 15 956 \$29.56

Lockout M-M Co.
 July-8-08 \$5.00

Ming Bros Shoe Co.
 Jan-27-09 \$218.00

Gen H W Co, 7-12-08 \$20.00

Goble Nichols Co- 7-3-08 \$18.40

Island Paint Co, 7-30-08 \$14.18

\$426.68

182
 2
 68

207.81
 360.00
 567.81
 300.00
 867.81

In the Clerk's Office of the Circuit Court of Lee County.

December _____ 1908.

Suttle & BeelerPlaintiffs.

Vs.

Robinett & StacyDefendants.

I, Robt. L. Pennington, agent and attorney for Suttle & Beeler, plaintiffs in this cause, do hereby certify and make oath to the best of my knowledge and belief that Robinett & Stacy are justly indebted to Suttle & Beeler in the sum of \$116.50 with interest thereon from November 1st, 1908, and that said Suttle & Beeler ought to recover at least said sum of money in this ~~suit~~. That to the best of the defendants belief the said J. W. Robinett & William Stacy, partners in trade under the firm name of Robinett & Stacy are disposing, and have disposed, and are about to dispose of their estate, or a material part thereof with the intent to hinder, delay and defraud their creditors in the collection of their just debts.

Given under my hand this the 5 day of ~~December~~, 1909.

Robt. L. Pennington

Subscribed and sworn to before me this the 5th day of ~~December~~, 1909.

1909.

H. C. P. Ewing, Clerk.

Little H. Butler

vs. $\frac{2}{3}$ Affidavit-

Robinson & Wooten

Filed Jan. 6, 1909
H. H. Ewing,
Clerk

Know all Men by these Presents, That I, Wm Stacy, a homestead
and his family
hereby claim my homestead exemption in the following property, to-wit:

[HERE INSERT PROPERTY AND VALUE OF EACH ARTICLE.]

one pair of horse mules, 1 dark gray mule, 4 years-
old, the other, a black mule, 4 years. both horse
mules. value - - - - - \$250⁰⁰
one red cow - some white, 5 years old - 25⁰⁰
one corn crusher, make. silver leaf 20⁰⁰

to be held in accordance with the provisions of Chapter 178, Code of Virginia, 1887.

Witness the following signature and seal this 17th day of Feb., 1899.

William Stacy



STATE OF VIRGINIA,

County of Lee to-wit:
I, M. G. Ely, a commissioner in Chancery for
Circuit Court of Lee County Va.
for the William aforesaid, in the State of Virginia, do certify that

Stacy
whose name is signed to the foregoing writing, bearing date on the 17 day of Feb.
1899, has acknowledged the same before me in my County aforesaid.

Given under my hand this 17th day of Feb., 1899.

M. G. Ely Commissioner

to-wit:

In the Office of the Clerk of the _____ Court for the _____ of
_____, the _____ day of _____, 189____, this deed of
Homestead was presented, and with the certificate annexed admitted to record at _____ o'clock _____ M.

Teste:

Clerk.

William Stacy
Donor, Va.

Homestead Deed.

Presented in the Clerk's Office of the
Circuit Court of the County
of Lee on the 17th
day of February 1909, at 2
o'clock P. M., and admitted to record.

Teste:

J. A. Ewing Clerk.

Recorded in Deed
Book 48, page 107
Examined Feb. 17, 1909
Indexed

Fee,	-	-	\$ 1.25
Taxes,	-	-	
Total,	-	-	\$ 1.25 Paid

Virginia, Lee County, to-wit:

In the Clerk's office of Lee County, on this the 17th day of
February, 1909, the foregoing homestead deed was presented, and
together with the certificate annexed, admitted to record, at 2
o'clock P.M.

Teste:

J. A. Ewing Clerk.
By J. A. Ewing & Co.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU That you summon

*J. W. Robinett & William Stacy,
late partners in trade under the firm name
of Robinett & Stacy, J. B. Livingston, W. B. Livingston,
R. J. Livingston and S. F. Osburn*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the *3rd* Monday in *January*, 19*09*, to answer a bill in Chancery, exhibited against *them* in our said court by

*A. M. Suttle & W. D. Beeler, partners in trade un-
der the firm name of Suttle & Beeler and
Baltimore Bargain House, a corporation.*

And have then there this writ. Witness, H. C. T. Ewing, Clerk of our said Court, at the court-house, the *6th* day of *January*, 19*09*, and in the 13*th* year of the Commonwealth.

H. C. T. Ewing, Clerk.

Commonwealth of Virginia,

To the Sheriff of Lee County, Greeting:

Whereas H. M. Suttle and W. D. Beeler, partners in trade under the firm name of Suttle & Beeler and Baltimore Bargain House, a Corporation, have filed their amended bill in equity against J. W. Robinett & William Stacy, partners in trade under the firm name of Robinett & Stacy, J. H. Livingston, W. P. Livingston, A. J. Livingston and S. F. Orsburn in the Clerk's office of our circuit Court in the county of Lee for the purpose of having an attachment to secure and enforce their claim against the said Robinett & Stacy, J. H. Livingston, W. P. Livingston, A. J. Livingston and S. F. Orsburn to a certain debt claimed by the said Suttle & Beeler against Robinett & Stacy; and,

Whereas Robt. L. Pennington, Agent and Attorney for the said Plaintiffs in the said bill, has before me in my said office in the county of Lee and State of Virginia, made affidavit that the plaintiffs' claim is believed to be just and is now due and payable; that the affiant believes that the plaintiff is entitled to and ought to recover at least the sum of \$116.50, with interest thereon from November 1st, 1908, till paid, and to the best of the affiant's belief the said defendants, Robinett & Stacy have converted their property of whatever kind into money, securities and evidences of debt, with the intent to hinder, delay, and defraud their creditors, and have assigned their estate with the intent to hinder, delay, and defraud their creditors, and have disposed of their estate with the intent to hinder, delay, and defraud their creditors; and, Whereas, upon such affidavit the plaintiffs doth now require me, the Clerk of said Court to endorse on a summons an order to the officer to whom it is directed, to attach the said estate of the said defendants, Robinett & Stacy in the hands of the said J. H. Livingston, W. P. Livingston, A. J. Livingston and S. F. Orsburn, which the said Robinett & Stacy turned over and assigned to the said J. H. Livingston, W. P. Livingston, A. J. Livingston and S. F. Orsburn, whether in their hands or in the hands of other defendants;

Therefore, we order and command you this day to attach the estate above mentioned for the amount of said claim of said Suttle & Beeler, together with sufficient amount to pay the costs of this suit, and such estate so attached in your hands to secure that the same ~~may~~ shall be forthcoming and liable to further proceedings upon to be heard before our said Court at the next February term thereof, 1909; and that you on the first day of the said term have then and there this writ and make return how you have executed the same.

Witness, H. C. T. Ewing, Clerk of our said Court at the Court-house thereof, in the County of Lee and State aforesaid, the 6th day of January, 1909, in the 133rd year of the Commonwealth.

A copy,

Teste: _____, Clerk.

To: *Robt. L. Pennington*
Circuit Court.
Rules,

p. p.

vs.

IN CHANCERY.

SUBPOENA

Suttle & Beeler, et al.

Robinett & Stacy

Executed June 10th 1909, by delivering a true copy
of the within Memo to W. Robinet, Wm Stacy,
J. H. Livingston, W. P. Livingston, A. J. Livingston and
F. S. Arsham, they leaving upon a stock of goods
wares & merchandise in the hands of F. S. Arsham
and Horn about 7 years of age, color black in
the hands of & on the property of J. H. Livingston, also
1 pair of ^{horns} mules, the property of Wm Stacy, in
his hands. Color black & dark gray.

W E. Glass 25
for W. G. Inver S. L. C.

S. F. Orban

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon J. W. Robinett and Wm. Stacy, late
Partners in trade under the firm name of Robin-
nett & Stacy, J. S. Livingston, A. J. Livingston and
W. P. Livingston,

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be held for the said court, on
the 3rd Monday in December, 1908, to answer a bill in chancery exhibited against them
by H. H. Suttle and V. D. Beeler, partners in trade
under the firm name of Suttle & Beeler, and The
Baltimore Bargain House, a corporation,

And have then there this writ. Witness, H. C. T. EWING, Clerk of our said Court, at the court-house, the 20th
day of November, 1908, and 133rd year of the Commonwealth.

A Copy, Teste:

H. C. T. Ewing, Clerk

_____, Clerk

Gentle & Beeler et al

vs } Bice & Metch-

Robinson & Stacy et al

W. S. ...

J. H. ...

Sept. 11

...

was to

...

Milton Robison

sent him to
try to see the horses

...

C. L. ...

tried to see him

for a